

\$80.50

Dan Jalta

REGISTER OF DEEDS  
1999 NOV 18 A 9 55

INST. NO 99

060988

BOOK  
No. Black  
PAGE  
NOR LI  
CORRECTED  
ENTERED  
EDITED  
X

\$80.50 17

99R-314

Introduce: 10-25-99

RESOLUTION NO. A- 79824

USE PERMIT NO. 116

1 WHEREAS, Northern Lights, L.L.C. and Clayton Yeutter have submitted  
2 an application in accordance with Section 27.27.080 of the Lincoln Municipal Code  
3 designated as Use Permit No. 116 for authority to construct 216,000 square feet of  
4 commercial space on property generally located at 84th and Holdrege Streets, and  
5 legally described to wit:

6 A portion of the remaining portion of Outlot "B", Northern  
7 Lights Addition, located in the Southeast Quarter of Section  
8 15, Township 10 North, Range 7 East of the 6th P.M., City of  
9 Lincoln, Lancaster County, Nebraska, and more particularly  
10 described as follows:

11 Commencing at the northeast corner of said remaining  
12 portion of Outlot "B", said point being the true point of  
13 beginning; thence on an assumed bearing of south 00  
14 degrees 02 minutes 13 seconds east along the east line of  
15 said remaining portion of Outlot "B", said line being 50.00  
16 feet west of and parallel with the east line of said Southeast  
17 Quarter, a distance of 922.62 feet to a point of deflection;  
18 thence south 71 degrees 31 minutes 42 seconds west along  
19 a southeast line of said remaining portion of Outlot "B", a  
20 distance of 43.42 feet to a point; thence south 89 degrees  
21 08 minutes 38 seconds west, a distance of 488.18 feet to a  
22 point; thence north 00 degrees 35 minutes 47 seconds west,  
23 a distance of 937.25 feet to a point of intersection with the  
24 north line of said remaining portion of Outlot "B"; thence  
25 north 89 degrees 18 minutes 42 seconds east along the  
26 north line of said remaining portion of Outlot "B", a distance  
27 of 538.51 feet to the true point of beginning, said tract  
28 contains a calculated area of 11.47 acres, or 499,745.96  
29 square feet more or less;

30 and also:

31 A portion of the remaining portion of Outlot "B", Northern  
32 Lights Addition, located in the Southeast Quarter of Section  
33 15, Township 10 North, Range 7 East of the 6th P.M., City of

City Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the northeast corner of said remaining portion of Outlot "B"; thence on an assumed bearing of south 00 degrees 02 minutes 13 seconds east along the east line of said remaining portion of Outlot "B", said line being 50.00 feet west of and parallel with the east line of said line of said Southeast Quarter, a distance of 922.62 feet to a point of deflection; thence south 71 degrees 31 minutes 42 seconds west along a southeast line of said remaining portion of Outlot "B", a distance of 43.42 feet to a point; thence south 01 degrees 10 minutes 47 seconds west, a distance of 72.05 feet to a point of intersection with a northeast line of said remaining portion of Outlot "B", said point being the true point of beginning; thence south 71 degrees 36 minutes 07 seconds east along a northeast line of said remaining portion of Outlot "B", a distance of 45.03 feet to a point of deflection; thence south 00 degrees 02 minutes 13 seconds east along the east line of said remaining portion of Outlot "B", said line being 50.00 feet west of and parallel with the east line of said Southeast Quarter, a distance of 1123.39 feet to a point of deflection; thence south 44 degrees 43 minutes 04 seconds west along a southeast line of said remaining portion of Outlot "B", a distance of 29.01 feet to a point of deflection; thence south 89 degrees 28 minutes 20 seconds west along the south line of said remaining portion of Outlot "B", said line being 60.00 feet north of and parallel with the south line of said Southeast Quarter, a distance of 713.11 feet to a point of deflection; thence north 45 degrees 31 minutes 40 seconds west along a southwest line of said remaining portion of Outlot "B", a distance of 35.36 feet to a point of deflection; thence north 00 degrees 31 minutes 40 seconds west along a west line of said remaining portion of Outlot "B", a distance of 25.00 feet to a point of deflection; thence south 89 degrees 28 minutes 20 seconds west along a south line of said remaining portion of Outlot "B", a distance of 51.38 feet to a point; thence north 00 degrees 35 minutes 47 seconds west, a distance of 1103.92 feet to a point; thence north 89 degrees 08 minutes 38 seconds east, a distance of 778.45 feet to the true point of beginning; said tract contains a calculated area of 21.56 acres, or 939,533.44 square feet more or less;

WHEREAS, the real property adjacent to the area included within the site plan for this commercial development will not be adversely affected; and

1                   WHEREAS, said site plan together with the terms and conditions  
2 hereinafter set forth are consistent with the intent and purpose of Title 27 of the Lincoln  
3 Municipal Code to promote the public health, safety, and general welfare.

4                   NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of  
5 Lincoln, Nebraska:

6                   That the application of Northern Lights, L.L.C. and Clayton Yeutter,  
7 hereinafter referred to as "Permittee", to construct 216,000 square feet of commercial  
8 space on the property legally described above be and the same is hereby granted  
9 under the provisions of Section 27.27.080 of the Lincoln Municipal Code upon condition  
10 that construction and operation of said commercial space be in strict compliance with  
11 said application, the site plan, and the following additional express terms, conditions,  
12 and requirements:

13                   (See new paragraph 1 on page 5)  
14                   21. This permit approves 216,000 square feet of commercial area with  
15 a waiver of the requirement that all lots front upon and take access to a public or private  
16 road; and screening along the apartment area.

- 16                   32. Before receiving building permits:
- 17                   a. The Permittee must submit a revised and reproducible final
  - 18                   plan.
  - 19                   b. The construction plans must conform to the approved plans.
  - 20                   c. Final plats within the Northern Lights Commercial Center
  - 21                   must be approved by the City.
  - 22                   d. The Permittee must secure from the State of Nebraska
  - 23                   and/or federal government rights to have the driveway
  - 24                   access to North 84th Street shown between Holdrege Street

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

and Northern Lights Drive or remove the driveway access to  
north 84th Street shown between Holdrege Street and  
Northern Lights Drive.

4~~3~~. Before occupying the dwelling units all development and  
construction must be completed in conformance with the approved plans.

5~~4~~. All privately-owned improvements shall be permanently maintained  
by the owner or an appropriately established homeowners association approved by the  
City Attorney.

6~~5~~. The site plan approved by this permit shall be the basis for all  
interpretations of setbacks, yards, locations of buildings, location of parking and  
circulation elements, and similar matters.

7~~6~~. The terms, conditions, and requirements of this resolution shall be  
binding and obligatory upon the Permittee, their successors and assigns. The building  
official shall report violations to the City Council which may revoke this use permit or  
take such other action as may be necessary to gain compliance.

8 7. The Permittee shall sign and return the City's letter of acceptance  
to the City Clerk within 30 days following approval of this use permit, provided,  
however, said 30-day period may be extended up to six months by administrative  
amendment. The City Clerk shall file a copy of the resolution approving this use permit  
and the letter of acceptance with the Register of Deeds, filing fees therefor to be paid in  
advance by the Permittee.

(see new paragraph on page 5)  
Introduced by:

4 Jonathan Cook  
AYES: Camp, Cook, Fortenberry,  
Johnson, McRoy, Seng, Shoecraft;  
NAYS: None.

Approved as to Form & Legality:

Shirley W. Rapp  
City Attorney

Staff Review Completed:

Ann Hansen  
Administrative Assistant

New paragraph 1 from page 3:

1. The Permittee shall sign and return to the City Clerk the Northern Lights Commercial Center Agreement for the Installation of Off-Site Transportation Improvements, the form of which is attached hereto and marked as Attachment "A".

New paragraph from page 4:

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute on behalf of the City the Northern Lights Commercial Center Agreement for the Installation of Off-Site Transportation Improvements.

11/1/99 Council Proceedings:

CAMP Moved to amend Bill 99R-314 as follows:

1. On page 3, line 13, add a new paragraph 1 to read as follows:
  1. The Permittee shall sign and return to the City Clerk the Northern Lights Commercial Center Agreement for the Installation of Off-Site Transportation Improvements, the form of which is attached hereto and marked as Attachment "A".
2. Renumber paragraphs numbered 1 through 7 as 2 through 8.
3. On page 4, line 22, add a new paragraph to read as follows:

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute on behalf of the City the Northern Lights Commercial Center Agreement for the Installation of Off-Site Transportation Improvements.

Seconded by Johnson & carried by the following vote: AYES: Camp, Cook, Fortenberry, Johnson, McRoy, Seng, Shoecraft; NAYS: None.

5 APPROVED ADOPTED

NOV 9 1999

Don W. Cook  
MAYOR

NOV 1 1999

By City Council

**NORTHERN LIGHTS COMMERCIAL CENTER  
AGREEMENT FOR THE INSTALLATION OF  
OFF-SITE TRANSPORTATION IMPROVEMENTS**

This Northern Lights Commercial Center Agreement for the Installation of Off-Site Transportation Improvements ("Agreement") is entered into as of this 24 day of NOVEMBER, 1999, by and between the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as the "City" and **Northern Lights, L.L.C.**, a Nebraska limited liability company, and **Clayton K. Yeutter and Cristena Bach Yeutter as Co-Trustees of the Clayton K. Yeutter Trust dated December 31, 1996**, hereinafter referred to collectively as the "Owner".

**RECITALS**

A. The City has approved Use Permit No. 116 and Preliminary Plat No. 98033, for a portion of Outlot B, Northern Lights Addition, located in the Southeast Quarter of Section 15, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska (the "Property"), which Property is owned by Owner.

B. Owner desires to construct 216,000 square feet of commercial/retail floor area on the Property. A general and conceptual subarea plan for the Property is shown on Exhibit "A", which is attached hereto and incorporated herein by this reference.

C. The City's approval of Use Permit No. 116 and Preliminary Plat No. 98033 (collectively referred to herein as "Governmental Actions"), and in particular the development and operation of 216,000 square feet of commercial/retail floor area on the Property will cause increased traffic on the public street system that serves and provides access to the Property. To protect and promote the public health, safety, and welfare, the City and Owner have studied and identified the street improvements associated with the Governmental Actions and the development and operation of 216,000 square feet of commercial/retail floor area.

D. The City and Owner have agreed that, as a condition of said Governmental Actions, Owner shall be responsible for dedicating, at no cost to the City, the additional right-of-way along the north side of Holdrege Street shown on the approved site plan for Use Permit 116 and Preliminary Plat 98033 ("Site Plan") necessary for the construction of a right turn lane off of Holdrege Street into the Property as shown on the Site Plan. The above right-of-way shall be dedicated to the City by the Owner at the time of final platting.

E. The City and Owner have agreed that, as a condition of said Governmental Actions, Owner shall be responsible for constructing through the City's executive order process one additional thru-lane on the west side of North 84<sup>th</sup> Street from the intersection of North 84<sup>th</sup> Street and Holdrege Street north to the point beyond Northern Lights Drive where a typical right turn lane into that Drive would end as shown on the Site Plan. In conjunction with the above construction, the Owner shall be responsible for removing and relocating that portion of the existing trail located along the west side of North 84<sup>th</sup> Street that is affected by the above

construction as shown on the Site Plan. The final design of all construction documents must be approved by the Public Works Department of the City. Sureties for the cost of the above improvement shall be posted at the time of final platting and construction of the improvement shall be a condition of final platting.

F. The City is currently in the process of constructing Holdrege Street west of North 84<sup>th</sup> Street as a City project through a special assessment district. The City agrees to construct the following additional improvements as part of the Holdrege Street special assessment district ("District"): (i) additional pavement to provide east bound to north bound dual left turn lanes at the intersection of North 84<sup>th</sup> Street and Holdrege as shown on the site plan; and (ii) a right turn lane off of Holdrege Street into the Property as shown on the Site Plan. The City and Owner have agreed, that, as a condition of said Governmental Actions, the Owner shall be responsible for the cost of the above additional improvements to Holdrege Street and shall pay the City such costs in full within sixty (60) days after the assessments for the District are levied. The City shall be responsible for any additional redesign costs incurred within the District to add the above improvements. The City shall also be responsible for any additional improvements to the traffic signals currently proposed within the District at the intersection of North 84<sup>th</sup> and Holdrege Street needed to accommodate the above additional improvements to Holdrege Street.

G. The City and Owner have agreed that, as a condition of said Governmental Actions, the Owner shall contribute Twenty Thousand Dollars (\$20,000) to the City as a contribution toward the future cost of constructing dual left turn lanes in North 84<sup>th</sup> Street at the intersection with Holdrege Street.

H. The City has agreed, at no charge, to fully cooperate with and assist Owner in obtaining the State of Nebraska's approval for a right in right out only access from the Property to North 84<sup>th</sup> Street between Holdrege Street and Northern Lights Drive, as shown on the Site Plan. The City agrees not to charge Owner for the release of controlled access rights or interests the City may have along North 84<sup>th</sup> Street, provided however, in the event the State of Nebraska charges a fee for said release, such cost shall be the responsibility of Owner.

I. As a condition of said Governmental Actions, the City has required the execution and delivery of this Agreement which provides for the construction and allocation of costs relating to the above-described street improvements. The City and Owner agree the City has a legitimate state interest in promoting the public's health, safety and welfare in providing for the safe and efficient movement of motor vehicles upon the public street system, and that an "essential nexus" exists between the City's above interests and the conditions placed upon the Owner under this Agreement. In addition, the City and Owner have made an individualized determination and agree that the conditions placed upon the Owner under this Agreement are related both in nature and extent and are in "rough proportionality" to the projected adverse effects the development and operation of 216,000 square feet of commercial/retail floor area will have on traffic on the public street system that serves and provides access to the Property.

NOW, THEREFORE, to fulfill the conditions of the Governmental Actions, and to ensure proper and timely funding and construction of the public transportation improvements associated

with and made necessary by the uses authorized under said Governmental Actions, the City and Owner agree as follows:

1. Right-of-Way Dedication. Owner agrees to dedicate to the City, at no cost, the right-of-way identified in Recital D above. Owner agrees that the right-of-way identified in Recital D shall be dedicated to the City at the time of final platting of the Property.

2. Executive Order. Owner agrees to construct by executive order construction the improvements identified in Recital E above. Owner agrees that the actual costs for the improvements in Recital E above shall be paid by Owner pursuant to the City's executive order process. To guarantee construction of the improvements in Recital E above, Owner shall furnish to the City bonds, escrows, or other security agreements approved by the City Law Department in conjunction with the final platting of the Property. Owner shall complete construction of the improvements in Recital E as a condition of the final platting of the Property.

3. Holdrege Paving District. The City is currently in the process of constructing Holdrege Street west of North 84<sup>th</sup> Street as a City project through a special assessment district. The City agrees to construct the street improvements identified in Recital F as part of the District. The Owner shall be responsible for the cost of the street improvements in Recital F and shall pay the City such costs in full within sixty (60) days after the assessments for the District are levied. ~~The City shall be responsible for any additional redesign costs incurred within the District to add the street improvements in Recital F.~~ The City shall also be responsible for any additional improvements to the traffic signals currently proposed within the District at the intersection of North 84<sup>th</sup> and Holdrege Street needed to accommodate the additional street improvements in Recital F.

4. Owner Contribution. The City and Property Owners have agreed that, as a condition of said Governmental Actions, the Property Owners shall contribute Twenty Thousand Dollars (\$20,000) to the City as a contribution toward the future cost of constructing dual left turnlanes in North 84<sup>th</sup> Street at the intersection with Holdrege Street.

5. City Cooperation. The City agrees, at no charge, to fully cooperate with and assist Owner in obtaining the State of Nebraska's approval for a right in right out only access from the Property to North 84<sup>th</sup> Street between Holdrege Street and Northern Lights Drive, as shown on the Site Plan. The City agrees not to charge Owner for the release of controlled access rights or interests the City may have along North 84<sup>th</sup> Street, provided however, in the event the State of Nebraska charges a fee for said release, such cost shall be the responsibility of Owner.

6. Level of Service and Proposed Land Uses. By acceptance of the right-of-way identified in Paragraph 1 above and the executive order construction provided for in Paragraph 2 above, and the contributions identified in Paragraphs 3 and 4 above, the City in no way warrants or assures any particular level of service on the public streets and roads serving the Property or the development contemplated under the Governmental Actions.



The City and Owner have preliminarily identified the street improvements associated with and made necessary by the Governmental Actions and the assumed development and operation of 216,000 square feet of commercial/retail floor area. The parties acknowledge that the actual land uses and square footage amounts approved by the City's use permit process may be different from those described above. The parties acknowledge Owner's right to request different land uses and/or square footage amounts through the use permit process or amendments thereto. In the event the combined land uses and square footage amounts under the use permit process do not exceed 216,000 square feet of commercial development then the City will not require from the Owner any additional off-site road improvements or payment contributions for any additional off-site road improvements.

After dedication of the right-of-way as set forth in Paragraph 1, completion of the street improvements as set forth in Paragraph 2, and acceptance of the contributions set forth in Paragraphs 3 and 4, the City reserves the right to adjust the design and construction thereof to meet and accommodate needs arising from any such other development.

7. Liability. Neither the City or Owner shall have any liability under this Agreement until and unless Owner has by written letter of acceptance accepted Use Permit No. 116.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Property.

9. Amendments. This Agreement may only be amended or modified in a writing signed by all parties to this Agreement.

10. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

11. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

12. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

13. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

14. Construction. Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

15. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by the City or Owner, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

16. Certificate of Completion. Upon the dedication of the right-of-way described in Recital D above and the satisfactory completion and full payment of the street improvements and contributions described in Recitals E, F and G above, the parties will execute and deliver to each other a mutual Certificate of Completion in a recordable form of all the duties and obligations imposed on the parties pursuant to this Agreement.

17. Assignment. In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement.

18. Time is of the Essence. Time is of the essence under this Agreement.

19. Remedies. In the event a party fails to pay its obligations hereunder or breaches a covenant, warranty or representation hereunder ("Defaulting Party"), then any and all other parties may prosecute any proceeding at law or in equity, including specific performance, against the Defaulting Party after giving thirty (30) days written notice to cure to the Defaulting Party.

20. Notice. Any notices required to be forwarded to a party hereto shall be deemed appropriately sent, if deposited in the United States mail, sufficient postage prepaid, addressed as follows:

If to Owner:

Clayton K. Yeutter and Cristena Bach Yeutter as Co-  
Trustees of the Clayton K. Yeutter Trust dated December  
31, 1996  
10475 East Laurel Lane  
Scottsdale AZ 85259

Northern Lights, L.L.C.  
Attn: Tom White and John Brager  
PO Box 22296  
Lincoln, NE 68542-2296

If to City: Mayor  
County-City Building  
555 South 10th Street  
Lincoln, NE 68508

A copy of any notice sent to Owner shall also be sent to:

Seacrest & Kalkowski, P.C.  
1111 Lincoln Mall, Ste. 350  
Lincoln, NE 68508

Any party hereto may change its address for notification purposes by written notice to all parties hereto in the manner and method set forth within this Section.

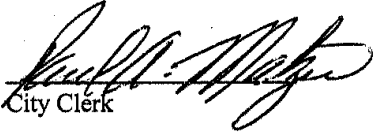
21. **Recordation.** This Agreement or a summary memorandum thereof shall be recorded by the City with the Register of Deeds for Lancaster County, Nebraska, filing fees therefore to be paid in advance by Owner.

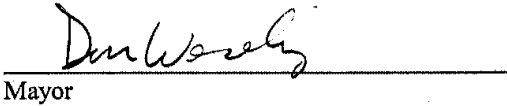
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

"CITY"

**CITY OF LINCOLN, NEBRASKA,**  
municipal corporation

Attest:

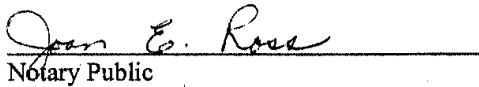
  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this 9 day of November, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.



  
\_\_\_\_\_  
Notary Public

"OWNER"

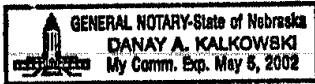
NORTHERN LIGHTS, L.L.C., a  
Nebraska limited liability company

By: Thomas E. White  
Thomas E. White, Member

By: John C. Brager  
John C. Brager, Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

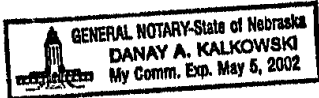
The foregoing was acknowledged before me this 1 day of November, 1999, by  
Thomas E. White, Member of **Northern Lights, L.L.C.**, a Nebraska limited liability company,  
on behalf of the limited liability company.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing was acknowledged before me this 1 day of November, 1999, by  
John C. Brager, Member of **Northern Lights, L.L.C.**, a Nebraska limited liability company, on  
behalf of the limited liability company.



Danay A. Kalkowski  
Notary Public

"YEUTTER"

Clayton K. Yeutter

Clayton K. Yeutter, as Co-Trustee of the Clayton K. Yeutter Trust dated December 31, 1996

Cristena Bach Yeutter

Cristena Bach Yeutter, as Co-Trustee of the Clayton K. Yeutter Trust dated December 31, 1996

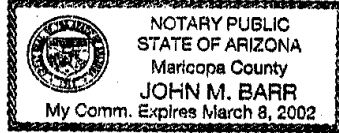
STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing was acknowledged before me this 2ND day of NOVEMBER, 1999 by Clayton K. Yeutter, as Co-Trustee of the Clayton K. Yeutter Trust dated December 31, 1996, on behalf of the Trust.

John M. Barr

Notary Public My Comm. Exp. March 8, 2002

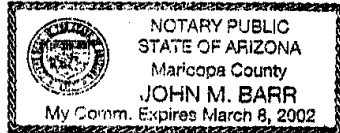
STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )



The foregoing was acknowledged before me this 2ND day of NOVEMBER, 1999 by Cristena Bach. Yeutter, as Co-Trustee of the Clayton K. Yeutter Trust dated December 31, 1996, on behalf of the Trust.

John M. Barr

Notary Public My Comm. Exp. March 8, 2002



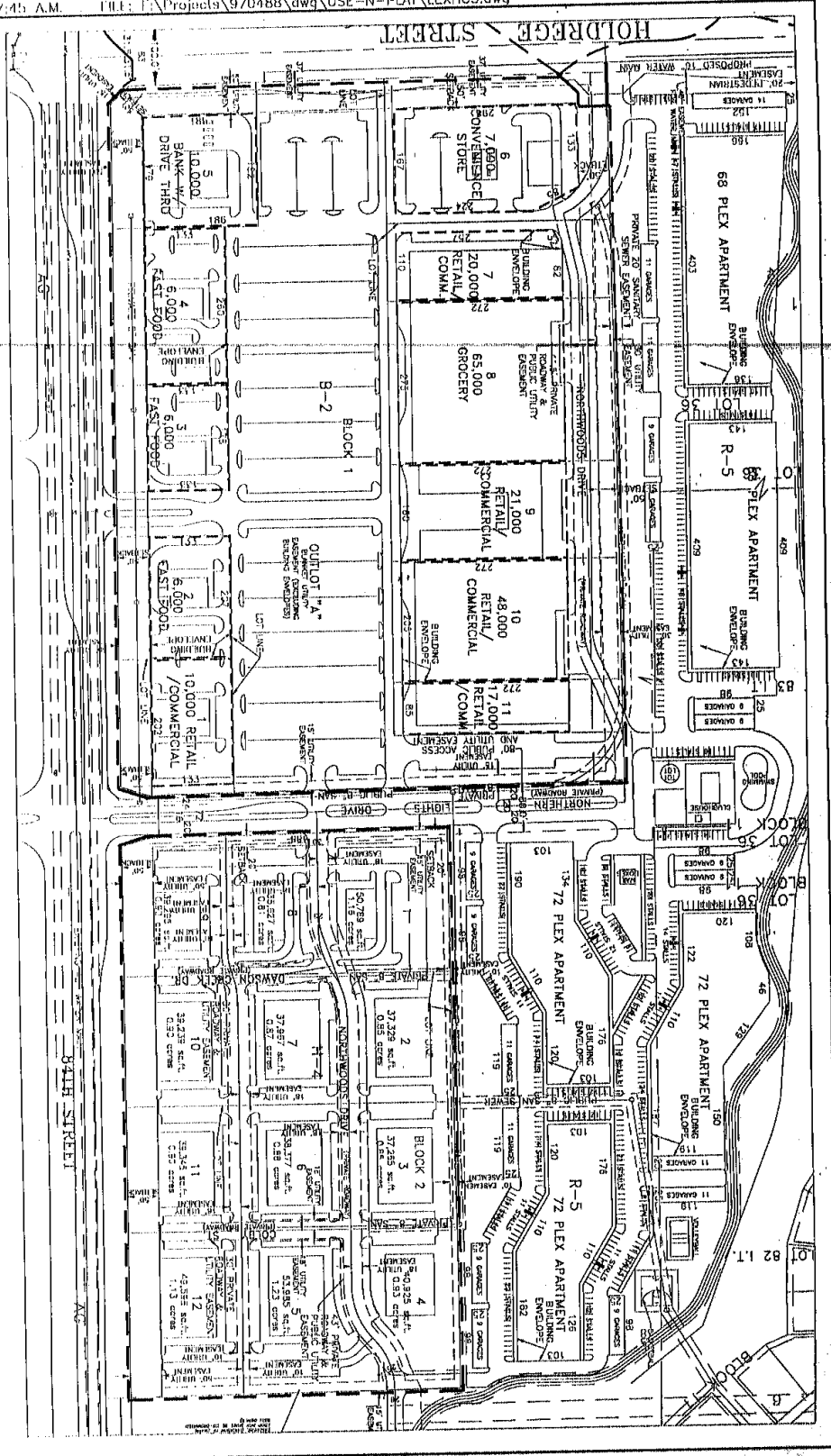
C E R T I F I C A T E

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss:  
CITY OF LINCOLN )

I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of **Use Permit No. 116 and the attached Agreement For The Installation of Off-Site Transportation Improvements** approved by Resolution No. A-79824 adopted by the City Council on November 1, 1999, as the original appears of record in my office, and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Deputy City Clerk



NORTHERN LIGHTS  
COMMERCIAL

OLSSON ASSOCIATES  
CONSULTING ENGINEERS

EXHIBIT "A"

**LETTER OF ACCEPTANCE**

City Council  
City of Lincoln  
Lincoln, Nebraska

RE: Use Permit No. 116

**TO THE CITY COUNCIL:**

We, the undersigned, Thomas E. White and John C. Brager, representatives of Northern Lights, L.L.C., a Nebraska limited liability company, and Clayton K. Yeutter and Cristena Bach Yeutter as Co-Trustees of the Clayton K. Yeutter Trust herein called "Permittee" under Use Permit No. 116, granted by Resolution No. A-79824, adopted by the City Council of the City of Lincoln, Nebraska on November 1, 1999, do hereby certify that we have thoroughly read said resolution, understand the contents thereof, and do hereby accept without qualification all of the terms, conditions and requirements therein.

DATED this 12<sup>th</sup> day of NOVEMBER, 1999

**NORTHERN LIGHTS, L.L.C.,**  
a Nebraska limited liability company

By: Thomas E. White  
Thomas E. White, Member

By: John C. Brager  
John C. Brager, Member

Clayton K. Yeutter  
Clayton K. Yeutter, as Co-Trustee  
of the Clayton K. Yeutter Trust dated  
December 31, 1996

Cristena Bach Yeutter  
Cristena Bach Yeutter, as Co-Trustee  
of the Clayton K. Yeutter Trust dated  
December 31, 1996

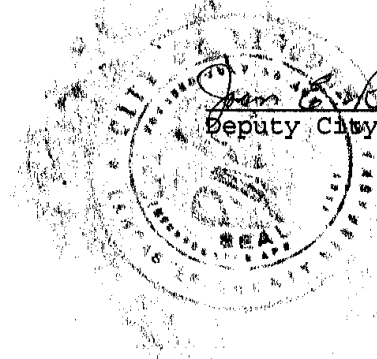


C E R T I F I C A T E

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS:  
CITY OF LINCOLN )

I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of **Use Permit No. 116** approved by Resolution No. A-79824 adopted by the City Council on November 1, 1999, as the original appears of record in my office, and is now in my charge remaining as Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 17<sup>th</sup> day of November, 1999.

The seal of the City of Lincoln, Nebraska, is circular and features a central figure, possibly a Native American, surrounded by the text "CITY OF LINCOLN, NEBRASKA".  
*Joan E. Ross*  
Deputy City Clerk

*Ret to City Clerk*